



## NSW Government 'Stop It And Swap It' Campaign

### Terms and Conditions

All sections and information in this document form part of these Terms and Conditions. Participation in this Grants Program is deemed acceptance of these Terms and Conditions on the part of the Boardrider Club.

#### Schedule to Application Submission Conditions

Item	Subject	Details
1	The Funder  Funding Suppliers	Name: Surfing NSW Inc ABN: 72 975 271 258 Address: The Pavilion, Marine Pde, Maroubra Beach Phone: (02) 9093 6035 ("The Funder" manages all elements of the Grants Program on behalf of the Funding Suppliers below)
2	Who may apply?	All applications must be discussed and approved with the Boardrider Club Committee.  Application entry is only open to persons who: <ul style="list-style-type: none"> <li>A. are Australian residents, located in NSW;</li> <li>B. are over the age of 18 as at the date of application.</li> <li>C. are members of a Surfing Australia affiliated local Australian Boardrider Club (with current and recognised affiliations in place) that is amateur and that is registered as a not for profit organisation within Australia;</li> <li>D. Have permission from Boardrider Club president and Committee to Apply on behalf of the Boardrider Club; and;</li> <li>E. are ready, willing, and able to complete all entry requirements as set out within these Terms and Conditions ("Eligible Applicants")</li> </ul>
3	Grants Program Promotional Period	The Grants Program applications open at 11.59am AEDT on the 27th of January and closes 20 <sup>th</sup> of February 2023. ("Grants Program Promotional Period")

4.a.	How to apply?	<p>Subject to the requirements within 4(b), to enter, Eligible Applicants must complete the application form by visiting <a href="#">Surfing NSW Website</a>.</p> <ul style="list-style-type: none"> <li>i. explain how their club will create a project that will address how they are actively looking at or already using single use plastic alternatives.</li> </ul>
4.b.	Application requirements	<p>Applications are subject to the following requirements:</p> <ul style="list-style-type: none"> <li>i. Applications must not infringe copyright of any person or organisation in their preparation or submission.</li> <li>ii. Once an application is submitted, it is considered final and no changes or amendments to the application will be accepted.</li> <li>iii. Submission of an application is deemed acceptance of these Terms and Conditions.</li> <li>iv. The Applicant must ensure that the correct details are entered in the application form so that The Funder may contact the Applicant.</li> <li>v. It is a requirement of entry that Applicants address all of the requirements in the Application. Incomplete or illegible Applications are not considered valid Applications.</li> <li>vi. The Funder reserves the right to seek further details, including, but not limited to, other sponsorship arrangements an Applicant or Boardrider Club may have.</li> </ul>
4.c.	Maximum number of applications	<p>Applications are limited to one (1) per Application per Boardrider Club.</p> <p>The Funder reserves the right to request successful applicants to provide proof of identity and proof of residency at the nominated club or association. Identification considered suitable for verification is at the discretion of the Funder.</p>
5.a.	Total Grant pool	Total pool = \$20,000 + GST
5.b.	Grant details	<p>Grants:</p> <ul style="list-style-type: none"> <li>• Ten (10) x \$2,000 + GST Grants</li> </ul> <p>Grants will be no more or no less of the above breakdown. Grants are not awarded by cash payment to an Eligible Applicant.</p> <p>If successful, upon signing the funding agreement, recipients must attach a tax invoice issued by the Boardrider Club, with a valid ABN, that has an online or physical presence, the Grant will be awarded by The Funder paying that invoice before the 31<sup>st</sup> June 2023.. ??? Is this realistic?</p> <p>It is a condition of accepting a Grant that Eligible Applicants participate in any media opportunities requested by the Funder, including photographs, interviews, and promotional material. More in Additional Terms below.</p>
5.c.	How successful Applications are determined	<ul style="list-style-type: none"> <li>i. The applications will be assessed from the 20th of February to the 27th of February 2023, by a judging panel selected by the Funder.</li> </ul>

		<p>ii. The successful recipients will be determined by way of judging selection (the “Selection”) outlined in the Grants Programs Guidelines by the Funder.</p> <p>iii. All determining decisions relating to the Grants, including but not limited to the allocation of the Grants, are final and no correspondence will be entered. Grants cannot be transferred.</p>
6	Successful recipient notification	Successful recipients will be notified by phone and email provided by the Applicant the week of 27th of February 2023.
7	Redetermination of Successful recipients	If the announced successful applicant does not respond to the Funder via email or phone within 2 days of successful applicant’s notification; the Grant will be forfeited and will be re-allocated to the application that meets eligibility and judging criteria as determined by the Funder.
8	Permit numbers	N/A

## ADDITIONAL TERMS

### Grants Program Conditions

1. All times noted in these Terms and Conditions are local times, based on the location of the Funder.
2. Applications must be received by the Funder prior to the Grants Program close date and time.
3. Projects will need to commence further planning stages after the agreement has been signed the week of the 20th February. The project must be completed no later than the 5th of June 2023.
4. All Projects must include a powerful marketing campaign that will promote their project to the wider community and target market to increase impact outcomes
5. Project name must include the wording NSW Government ‘Stop It and Swap It’ Campaign.
6. Projects must incorporate the supplied logo, campaign messaging and branding into project marketing (Campaign Logo and Club Logo will be integrated and supplied by Surfing NSW to be used for all promotional signage and digital promotional purposes associated with Project)
7. The project must nominate a leader who will carry out the below responsibilities relating to the project:
  - Help drive and build awareness of the EPA
  - Ensure all Grants Program requirements are met
  - Direct contact for the project throughout its lifecycle with The Funder
  - Participate in project calls with Surfing NSW – coordinate regular calls to confirm project
    - details so The Funder can help order and deliver project merchandise, promote, take online entries and align media opportunities.
    - Ensure funds are used in accordance with the grant guidelines and
    - Responsible in managing project alongside project team
    - Be the main spokesperson for any project related media or promotional opportunities
8. Insurance: If your project falls outside of your normal Boardrider Club operating activities, projects must have insurance coverage as appropriate for the type of project you undertake. This may include additional Speciality Event Insurance if the program or event operates outside of your normal operating hours. We do not require evidence, but you will be required to have adequate insurance as part of your grant agreement with The Funder.
9. Children involvement: Projects must comply with all relevant legislation relating to the engagement of anyone working on the project that may interact with children, including all necessary working with children checks. You must implement the National Principles for Child Safe Organisations available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>

10. Successful applicants of the Grant Program accept and agree that the Boardrider Club, its members and participants may be filmed, for content produced by the Funder or Funding Suppliers ('Filming').
11. Media and promotions: We may also ask Boardrider Club, its members, and participants to take part in other media activities (such as photo opportunities or media calls) or provide a quote for inclusion in a media release or other publication so we can share some of these stories with our networks.
12. The Funder has access to the program's participants for evaluation and public education purposes
13. The Funder and Fund Suppliers may promote (and the Applicant acknowledges and agrees) information about the successful applicants on various channels of the Funder and/or Funding Suppliers media and communication channels as well as in club related marketing material for an indefinite period. This may include Filming, holding presentation ceremonies and other media events.
14. The Funder and Funding Supplier will have full and sole ownership and rights and usage of any imagery or content captured through the application process, Filming and presentation to the successful applicants and any imagery or content provided by the Applicant in relation to the Application, Project, or the Boardrider Clubs activities.
15. The Funding Suppliers may provide merch and equipment to all successful recipients and participants of projects that must be present at project activities and included in content capture and where possible social handles tagged.
16. Appropriate acknowledgement of The Funder (Surfing NSW) and Funding Suppliers EPA & NSW Government) support in one or more of the following: program events, publications, video clips, display onsite at facility or website. Usage guidelines will be provided to recipients.
17. Acknowledge that public announcements of the Grants Program funding awards may be made by the Funder or Funding Suppliers.
18. All project participants must complete a post-participation feedback form.
19. Completion of project – The Funder will provide successful recipients with an end of project report that must be submitted 30 days post project completion, detailing the impact of the program and how the funding was used.

#### **Funding Expenditure Conditions**

1. Project expenditure must be incurred between the agreement start and project end dates.
2. You must keep evidence of all expenditure for two years after the completion of the project and provide this evidence if Surfing NSW requests it.
3. If requested, provide your organization's most recent audited financials.
4. Any financial assistance provided by the Funder in relation to the Grants Program is considered a donation and is provided exclusive of GST regardless of the recipient's GST registration status.
5. The Funder may vary the method of payment of the grant at its sole discretion.
6. The successful recipient must repay the full relevant part of the granted funding to the Funder within 14 business days after it receives formal notification from the Funder if the Funder has overpaid the grant recipient.
7. An Applicant is only entitled to one \$2, 000 grant in 2023. The Funder may also ask the successful Applicants and Boardrider Clubs to execute an acknowledgement setting out the use of any grant, and promotional activity as a condition of receiving a grant under the Grants Program.
8. Applicants who are to be named as successful under this Grants Program, will be required to sign an agreement with the Funder on terms reasonably required by the Funder as a precondition of them being so named. The contract would ensure that the grant money being rewarded to the Boardrider Club would only be allowed to be used to benefit or improve the Boardrider club and that if they club was to be found not using the money in the correct manner according to their application there would be a breach of contract.

#### **Further Terms and Conditions**

10. All successful applicants acknowledge and agree that in the event that the Application Form is successful, the Funder with Boardrider Club approval may use all information contained in the Application Form for conducting further research, evaluation and development of resources in relation to Boardrider Clubs and the Grants Program.

11. Any applicant found to be entering incorrect contact details or using a third party to apply on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an applicant is awarded a prize and then found to have breached this clause, the applicant must immediately return any grant awarded. The Funder has sole discretion to determine if this clause has been breached by any applicant. The Funder reserves the right to request whatever documentation it deems necessary to confirm if the applicant has breached this clause. An applicant must provide any requested documentation to the Funder upon request. The Funder reserves the right to disqualify any applicant who provides false information or who seeks to gain an unfair advantage or to manipulate this Grants Program.
12. The Funder reserves the right to request successful applicants to sign a successful applicant deed of release (and indemnification) or any other relevant forms or agreements that the Funder deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated address and/or proof of application validity (including phone bill) in order to claim the funding Proof of identification, residency, age and application considered suitable for verification is at the discretion of the Funder. In the event that a successful applicant cannot provide suitable proof, the successful applicant will forfeit the grants program funding in whole and no substitute will be offered.
13. The Funder reserves the right to choose an alternative application to receive grants funding in the event that an applicant, claiming to be successful, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
14. The Funder's decision in relation to any aspect of the Grants Program is subject to State and Territory legislation but also final and binding on each person who applies. No correspondence will be entered. No responsibility is accepted for late, lost or misdirected entries. Funding is subject to availability, not transferable or exchangeable and, cannot be taken as cash. These Terms and Conditions are governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of the State.

#### **Privacy Collection statement**

15. By submitting an application into this Grants Program, participants who sign up to the applicant's project will need to consent to receive promotional and other marketing messages from the Funding Suppliers and the Funder with their approval upon signing up to each project on [surfingnsw.com.au](http://surfingnsw.com.au). Registrants into each project will be able to opt-out at any time by following the instructions included in each message sent by the Funding Suppliers and/or the Funder.
16. The Funder and Funding Suppliers collect applicant projects personal information ("PI") for the purpose of signing up to the Funder and the Funding suppliers' databases for promotional and marketing purposes. The Funder and Funding Suppliers cannot disclose this data to third parties. The Funder and the Funding Supplier will handle applicant and project registrant PI in accordance with their individual Privacy Policies. The Funder's privacy policies available at [www.surfindustralia.com/freshgrant](http://www.surfindustralia.com/freshgrant)
17. The Privacy Policies also contain information about how registrants may opt out, access, update or correct their PI, how registrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All registrations become the property of the Funder and the Funding Suppliers.

#### **Copyright, Statutory guarantees, Waiver and liability**

17. All applications and any copyright subsisting in the applications become and remain the property of the Funder only during the Grants program period and in association with the Funder and Funding Suppliers. The Eligible Applicant accepts that the Funder and/or Funding Suppliers may publish or cause to be published any of the applications received on, but not limited to, social media channels and website advertising. Where this is the case, Boardrider Clubs will be notified and given the opportunity to approve use of entries.
18. The successful applicants (and their project registrants) agree to granting the Funder a perpetual and non-exclusive licence to use such the uploaded photo, footage and photographs in all media

worldwide, including online social networking sites, and the Boardrider Clubs (and their project registrants) will not be entitled to any fee for such use. Where this is the case, Boardrider Clubs will be notified and given the opportunity to approve use of entries.

19. Successful applicants are advised that tax implications may arise from their Grant Funding awarded and they should seek independent financial advice prior to acceptance of that prize.
20. The Funder (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this Grants Program if an event beyond the control of the Funder corrupts or affects the administration security, fairness, integrity or proper conduct of this Grants Program. The Funder will disqualify any individual who has tampered with the application process or any other aspect of this Grants Program. In particular, computer-generated entries and the use "scripting" is not permitted and will not be accepted.
21. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Funding Suppliers and the Funder (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Funder's control); (b) any theft, unauthorised access or third party interference; (c) any application or funding claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Funder) due to any reason beyond the reasonable control of the Funder; (d) any variation in Grants Program funding to that stated in these Terms and Conditions; (e) any tax liability incurred by a successful applicant or Applicant; or (f) use of funding The Funder (including its' officers, employees) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Grants Program including taking or using the Grants Program funding, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Funder.
23. This Grants Program shall be governed by the laws of New South Wales and each Applicant and Boardrider Club agrees to submit to the non-exclusive jurisdiction of the New South Wales Courts.
24. These conditions are governed by the laws of New South Wales.
25. The Funder is Surfing NSW INC ABN: 72 975 271 258 of The Pavilion, Marine Pde, Maroubra Beach.